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FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

AUG 16 2023

SEAN F. McAVOY, CLERK
SPOKANE, WASHINGTON

7 UNITED STATES DISTRICT COURT
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

Case No.: 2:22-CR-52-TOR-4

10 Plaintiff,

Plea Agreement

11 v.
12

13 NATHAN G. RICHARDS,

14 Defendant.
15

16 Plaintiff United States of America, by and through Vanessa R. Waldref,
17 United States Attorney the Eastern District of Washington, and Patrick J.
18 Cashman, Assistant United States Attorney for the Eastern District of Washington,
19 and Defendant Nathan G. Richards ("Defendant"), both individually and by and
20 through Defendant's counsel, Curran M. Dempsey, agree to the following Plea
21 Agreement.

22 1. Guilty Plea and Maximum Statutory Penalties

23 Defendant agrees to enter a plea of guilty to Count 2 of the Superseding
24 Indictment filed on June 7, 2022, which charges Defendant with Possession of
25 Stolen Ammunition, in violation of 18 U.S.C. §§ 922(j), 924(a)(2), a Class C
26 felony.

27 Defendant understands that the following potential penalties apply:

- 28 a. a term of imprisonment of not more than 10 years;

- b. a term of supervised release not to exceed 3 years;
- c. a fine of up to \$250,000; and
- d. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on post release supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;

- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

4. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

1 5. Elements of the Offense

2 The United States and Defendant agree that in order to convict Defendant of
3 Possession of Stolen Ammunition, in violation of 18 U.S.C. §§ 922(j), 924(a)(2),
4 the United States would have to prove the following beyond a reasonable doubt.

- 5 a. *First*, on or about March 12, 2022, within the Eastern District
6 of Washington, Defendant knowingly possessed stolen
7 ammunition;
8 b. *Second*, the ammunition had been shipped or transported in
9 interstate or foreign commerce; and
10 c. *Third*, at the time of the possession, Defendant knew or had
11 reasonable cause to believe that the ammunition had been
12 stolen.

13 6. Factual Basis and Statement of Facts

14 The United States and Defendant stipulate and agree to the following: the
15 facts set forth below are accurate; the United States could prove these facts beyond
16 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
17 Defendant's guilty plea.

18 The United States and Defendant agree that this statement of facts does not
19 preclude either party from presenting and arguing, for sentencing purposes,
20 additional facts that are relevant to the Sentencing Guidelines computation or
21 sentencing, unless otherwise prohibited in this Plea Agreement.

22 In August 2021, the Federal Bureau of Investigation (FBI) and United States
23 Air Force Office of Special Investigations (AFOSI) initiated an investigation into
24 Airman John I. Sanger. The investigation involved the use of an undercover agent
25 (UC). During the investigation into Airman Sanger, the FBI and AFOSI learned
26 Sanger was able to secure stolen military ammunition from a member, later
27 identified as the Defendant, of the Fairchild 92nd Security Forces Squadron
28 Combat Arms Training Management (CATM) section. The CATM is responsible

1 for ensuring members of the Air Force are trained and combat ready to safely use
2 and maintain all types of small arms. The Defendant invited Sanger, who in turn
3 invited the UC, to go shooting with he and other members of CATM at Fishtrap
4 Lake, in the Eastern District of Washington.

5 On March 12, 2022, the UC, Sanger, the Defendant, Eric Eagleton, and
6 others, arrived at Fishtrap Lake and engaged in target shooting using stolen
7 ammunition, specifically green tip 5.56 M855 ammunition, from the U.S. Air
8 Force's CATM section. At the conclusion of the event, Sanger was provided
9 additional stolen ammunition from the Defendant for his personal use. Sanger
10 subsequently provided the UC a small portion of the stolen ammunition.

11 On April 26, 2022, the FBI and AFOSI executed a series of search warrants
12 at Sanger and the Defendant's residences. During the search of the Defendant's
13 residence, agents located approximately 700 rounds of suspected stolen U.S. Air
14 Force ammunition, a stolen M68 red dot optic, and a stolen PEQ-15 weapon

15 aiming system. *At the time of the execution of the search warrant Defendant*
was cooperative and spoke with law enforcement.

16 The Defendant stipulates the stolen ammunition was ammunition belonging *NGR*
17 to the United States Air Force and that the ammunition traveled in interstate
18 commerce.

19 7. The United States' Agreements

20 The United States Attorney's Office for the Eastern District of Washington
21 agrees that at the time of sentencing, the United States will move to dismiss:

22 Count 1 – Conspiracy to Commit Theft of Government Property and
23 Possession of Stolen Ammunition, in violation of 18 U.S.C. § 371;

24 Count 7 – Possession of Stolen Ammunition, in violation of 18 U.S.C. §§
25 922(j), 924(a)(2);

26 Count 15 – Receiving Stolen Government Property, in violation of 18
27 U.S.C. § 641
28

1 The United States Attorney's Office for the Eastern District of Washington
2 agrees not to bring additional charges against Defendant based on information in
3 its possession at the time of this Plea Agreement that arise from conduct that is
4 either charged in the Indictment or identified in discovery produced in this case,
5 unless Defendant breaches this Plea Agreement before sentencing.

6 8. United States Sentencing Guidelines Calculations

7 Defendant understands and acknowledges that the United States Sentencing
8 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
9 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
10 The United States and Defendant agree to the following Guidelines calculations.

11 a. Base Offense Level

12 The United States and the Defendant agree that the base offense level for
13 Possession of Stolen Ammunition, in violation of 18 U.S.C. §§ 922(j), 924(a)(2) is
14 12. U.S.S.G. § 2K2.1(a)(7).

15 b. Specific Offense Characteristics

16 The United States and the Defendant make no agreement on the application
17 of specific offense characteristics. The parties are free to argue for or against the
18 application of any specific offense characteristics.

19 c. Acceptance of Responsibility

20 The United States will recommend that Defendant receive a two-level
21 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
22 § 3E1.1(a), if Defendant does the following:

- 23 i. accepts this Plea Agreement;
- 24 ii. enters a guilty plea at the first Court hearing that takes
25 place after the United States offers this Plea Agreement;
- 26 iii. demonstrates recognition and affirmative acceptance of
27 Defendant's personal responsibility for Defendant's
28 criminal conduct;

1 iv. provides complete and accurate information during the
2 sentencing process; and

3 v. does not commit any obstructive conduct.

4 The United States and Defendant agree that at its option and on written
5 notice to Defendant, the United States may elect not to recommend a reduction for
6 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
7 charged with, or convicted of, any criminal offense, or if Defendant tests positive
8 for any controlled substance.

9 d. Administrative Separation from the United States Air Force

10 The Defendant acknowledges, independent from his plea of guilty in this
11 matter, the United States Air Force may seek to administratively separate him from
12 the service with an other than honorable characterization of service. The
13 Defendant further acknowledges that a plea of guilty in this matter will likely have
14 significant impact on his future service. The Defendant acknowledges, based upon
15 his plea of guilty in this matter, that he has been notified of his right to proceed to
16 board proceedings and intends to waive his right to a board.

17 e. No Other Agreements

18 The United States and Defendant have no other agreements regarding the
19 Guidelines or the application of any Guidelines enhancements, departures, or
20 variances. Defendant understands and acknowledges that the United States is free
21 to make any sentencing arguments it sees fit, including arguments arising from
22 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed
23 pursuant to this Agreement, and Defendant's relevant conduct.

24 f. Criminal History

25 The United States and Defendant have no agreement and make no
26 representations about Defendant's criminal history category, which will be
27 determined by the Court after the United States Probation Office prepares and
28 discloses a Presentence Investigative Report.

1 9. Incarceration

2 The United States agrees to recommend a sentence no higher than the low
3 end of the applicable guideline as determined by the Court at sentencing.

4 Defendant may recommend any legal sentence.

5 10. Supervised Release

6 The United States and Defendant each agree to recommend 3 years of
7 supervised release. Defendant agrees that the Court's decision regarding the
8 conditions of Defendant's Supervised Release is final and non-appealable; that is,
9 even if Defendant is unhappy with the conditions of Supervised Release ordered by
10 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
11 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
12 sentence, or any term of Supervised Release.

13 The United States and Defendant agree to recommend that in addition to the
14 standard conditions of supervised release imposed in all cases in this District, the
15 Court should also impose the following conditions:

- 16 a. The United States Probation Officer may conduct, upon
17 reasonable suspicion, and with or without notice, a search of
18 Defendant's person, residences, offices, vehicles, belongings,
19 and areas under Defendant's exclusive or joint control.

20 11. Criminal Fine

21 The United States and Defendant may make any recommendation
22 concerning the imposition of a criminal fine. Defendant acknowledges that the
23 Court's decision regarding a fine is final and non-appealable; that is, even if
24 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for
25 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
26 Agreement, or appeal Defendant's conviction, sentence, or fine.

1 14. Mandatory Special Penalty Assessment

2 Defendant agrees to pay the \$100 mandatory special penalty assessment to
3 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
4 § 3013.

5 15. Payments While Incarcerated

6 If Defendant lacks the financial resources to pay the monetary obligations
7 imposed by the Court, Defendant agrees to earn money toward these obligations by
8 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

9 16. Additional Violations of Law Can Void Plea Agreement

10 The United States and Defendant agree that the United States may, at its
11 option and upon written notice to the Defendant, withdraw from this Plea
12 Agreement or modify its sentencing recommendation if, prior to the imposition of
13 sentence, Defendant is charged with or convicted of any criminal offense or tests
14 positive for any controlled substance.

15 17. Waiver of Appeal Rights

16 Defendant understands that Defendant has a limited right to appeal or
17 challenge Defendant's conviction and the sentence imposed by the Court.

18 Defendant expressly waives all of Defendant's rights to appeal Defendant's
19 conviction and the sentence the Court imposes.

20 Defendant expressly waives Defendant's right to appeal any fine or term of
21 supervised release order imposed by the Court.

22 Defendant expressly waives the right to file any post-conviction motion
23 attacking Defendant's conviction and sentence, including a motion pursuant to 28
24 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
25 information not now known by Defendant and which, in the exercise of due
26 diligence, Defendant could not know by the time the Court imposes sentence.

27 Nothing in this Plea Agreement shall preclude the United States from
28 opposing any post-conviction motion for a reduction of sentence or other attack

1 upon the conviction or sentence, including, but not limited to, writ of habeas
2 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

3 18. Withdrawal or Vacatur of Defendant's Plea

4 Should Defendant successfully move to withdraw from this Plea Agreement
5 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
6 under any circumstance, then:

- 7 a. this Plea Agreement shall become null and void;
8 b. the United States may prosecute Defendant on all available
9 charges;
10 c. The United States may reinstate any counts that have been
11 dismissed, have been superseded by the filing of another
12 charging instrument, or were not charged because of this Plea
13 Agreement; and
14 d. the United States may file any new charges that would
15 otherwise be barred by this Plea Agreement.

16 The decision to pursue any or all of these options is solely in the discretion
17 of the United States Attorney's Office.

18 Defendant agrees to waive any objections, motions, and defenses Defendant
19 might have to the United States' decision about how to proceed, including a claim
20 that the United States has violated Double Jeopardy.

21 Defendant agrees not to raise any objections based on the passage of time,
22 including but not limited to, alleged violations of any statutes of limitation or any
23 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
24 Amendment.

25 19. Integration Clause

26 The United States and Defendant acknowledge that this document
27 constitutes the entire Plea Agreement between the United States and Defendant,
28

1 and no other promises, agreements, or conditions exist between the United States
2 and Defendant concerning the resolution of the case.

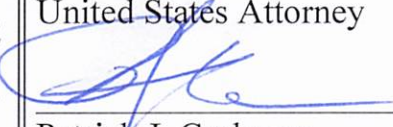
3 This Plea Agreement is binding only on the United States Attorney's Office
4 for the Eastern District of Washington, and cannot bind other federal, state, or local
5 authorities.

6 The United States and Defendant agree that this Agreement cannot be
7 modified except in a writing that is signed by the United States and Defendant.

8 Approvals and Signatures

9 Agreed and submitted on behalf of the United States Attorney's Office for
10 the Eastern District of Washington.

11 Vanessa R. Waldref
12 United States Attorney

13 
14 Patrick J. Cashman
15 Assistant United States Attorney

8-16-2023
Date

1 I have read this Plea Agreement and I have carefully reviewed and discussed
2 every part of this Plea Agreement with my attorney. I understand the terms of this
3 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
4 voluntarily. I have consulted with my attorney about my rights, I understand those
5 rights, and I am satisfied with the representation of my attorney in this case. No
6 other promises or inducements have been made to me, other than those contained
7 in this Plea Agreement. No one has threatened or forced me in any way to enter
8 into this Plea Agreement. I agree to plead guilty because I am guilty.


9
10 

11 Nathan G. Richards
12 Defendant

8-16-2023

Date

13 I have read the Plea Agreement and have discussed the contents of the
14 agreement with my client. The Plea Agreement accurately and completely sets
15 forth the entirety of the agreement between the parties. I concur in my client's
16 decision to plead guilty as set forth in the Plea Agreement. There is no legal
17 reason why the Court should not accept Defendant's guilty plea.

18 
19 Curran M. Dempsey

20 Attorney for Defendant

8-16-2023
Date